

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2002**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LANDFILL DOZER, CRAWLER, 400 H.P.**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **NOVEMBER 6, 1996**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

**WP/cl**  
Attach

Copy to: Clerk of the Board  
Jim Hutchinson, Facilities & Equipment Management Department  
**Sharon Tohtsoni**, Materials Management

SPECIFICATIONS ON CALL FOR BIDS FOR: **LANDFILL DOZER, CRAWLER, 400 H.P.**

Quantity of material and delivery point: One (1) or more LANDFILL DOZER, CRAWLER, 400 H.P. to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

SPECIFICATIONS, MINIMUM:

I. GENERAL:

The intent of these specifications is to describe Landfill Dozers, for Maricopa County Solid Waste Management Department for compaction of landfill material and general dozer applications.

1. The purchase of one (1) or more Landfill Dozers as clearly described in the general and technical specification.
2. Guaranteed maintenance for 8,000 hours or five (5) years, whichever event comes first in time, as more fully described in detail elsewhere in these specifications.
3. Guaranteed Residual Value as fully described elsewhere in these specifications.

II. TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
------------------	-----------------

A. ENGINE:

1. Type - Six (6) or eight (8) cylinder, turbo-charged, four (4) cycle diesel, 18.0L minimum displacement.
2. Horsepower. 400 net flywheel horsepower @ 1900 rpm.
3. Electrical Systems - 24 volt, direct cranking, 75 amp waterproof alternator. All wiring shall be color coded and run in protective looms. Extreme duty batteries.
3. Air cleaner. Two (2) stage dry radial type, primary and secondary filters. Elevated pre-cleaner, automatic dust evacuator, and air restriction indicator.
4. Cooling System;
  - a) Manufacturer's maximum waste disposal package.
  - b) Automatic Airflow Control System, thermostatically controlled fan pitch and automatic purge timer. Control panel to be located in the operators station. Control to display airflow direction and amount of fan pitch, switches for manually operating flow direction and purge.

- c) Radiator - Trash resistant multi-row module design.
- d) Filter - Replaceable
- e) A/C Condenser - ROPS mounted.
- f) Capability - Continuous operation at full capacity in 125°F ambient temperature.

II. TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
------------------	-----------------

A. ENGINE: (continued)

5. Engine Warning System. Audible type warning system on low engine oil pressure, high engine coolant temperature, high transmission oil temperature, and high hydraulic oil temperature.
6. Fuel System;
  - a) Filters - Shall be equipped with spin-on fuel and water separator.
  - b. Capacity - 200 Gallons minimum.
  - c. Priming pump - Fuel system.
7. Hourmeter. The unit shall be equipped with an electronic or governor type hourmeter.

B. TRANSMISSION:

Powershift type transmission with torque converter, three (3) speeds forward, three (3) speeds reverse.

C. STEERING AND BRAKES:

Single lever control, differential steer system. Oil cooled, hydraulically actuated, multi-disk brake design.

D. FINAL DRIVES:

Two-Stage planetary design.

E. DRIVE SPROCKETS:

The drive sprockets shall be designed to have replaceable segments.

F. UNDERCARRIAGE:

1. Rollers. Eight (8) each side, lifetime lubricated design.
2. Carrier Rollers. Two (2) each side, lifetime lubricated design. (If necessary).

3.     Idlers.   Disc type, with track guiding guards.  
         Lifetime lubricated design.   Steel seal guards  
         for landfill operation.
  4.     Tracks.   43 link, sealed and lubricated with  
         split master link. Hydraulic track adjusters.  
         24 inch extreme service track shoes with  
         trapezoidal shaped holes in the center.
-

II. TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
------------------	-----------------

G. ROPS/FOPS CAB:

The cab shall be equipped with fully adjustable suspension seat with retractable seat belts, air pressurized, sound suppressed, factory air conditioning with 134A refrigerant, heater, tinted windows, windshield wipers front and rear, and locking doors, keyed alike. Shall meet all Federal Standards.

H. GUARDS:

1. Crankcase. The unit shall be equipped with extreme service crankcase guard, and hydraulic power operated access doors for clean-out.
2. Engine Compartment. The unit shall be equipped with locking type engine compartment guards to protect all engine components from entry and damage by landfill materials. This shall include engine compartment side guards, perforated design. Heavy duty hood type rubber securement strap assembly shall be installed on the engine compartment guards to insure that guard will remain closed even if standard latch should fail.
3. Radiator Guard. The radiator shall have a hinged radiator guard, heavy duty design. Quick release mechanism for easy access to clean the radiator. Guard to be fitted with standard securement bolts also.
4. Striker Bars. The unit shall be equipped with front and rear striker bars. The rear striker bars will function with the ripper in place.
5. Tank Protection. The unit shall be equipped with heavy duty steel guards for the fuel and hydraulic tanks if the unit does not include them as standard equipment.
6. Final Drive Guard. The unit shall have a steel guard to protect the final drive seals.
7. Hose Guards. The hoses to the dozer shall have protective steel coverings. These shall protect the hose while retaining the flexibility of the hose.
8. Vandalism Protection. Locking covers and/or caps on instruments, engine compartment, oil dip

stick, oil fill, fuel tank, hydraulic tank,  
radiator, and battery covers. Vendor to  
provide all locks, keyed alike.

II. TECHNICAL SPECIFICATIONS:

---

ITEM DESCRIPTION

---

PROPOSAL

VENDOR

I. HYDRAULIC SYSTEM:

The hydraulic system shall be designed for continuous operation in ambient temperatures of 125 degrees fahrenheit, non-vented and fully filtered, 10 micron filters, minimum

---

J. LIGHTING:

The unit shall be equipped with four (4) halogen lights for working at night and low light conditions. These lights and light cases shall be designed for extreme conditions to reduce damage by vibration and landfill debris. All lights shall have heavy duty guards.

1. Two (2) lights shall be mounted to light the area behind the cab.
2. Two (2) lights shall be mounted in an elevated position to light the forward work area over the trash rack.
3. The cab shall contain interior work lights or lighted gauges and warning indicators to allow easy operation at night.

---

K. OPERATING WEIGHT:

The unit shall have an operating weight of 112,000 pounds minimum, with full landfill package.

---

L. PAINT:

Manufacturer's standard color.

---

M. MISCELLANEOUS:

Maricopa County requires a demonstration of machine being bid, prior to acceptance, at no charge to the County. Demonstration will be held at



intended job site of the unit.

N. SAFETY EQUIPMENT:

1. Automatic fire suppression system. Vendor to state components covered by system.
2. Fire Extinguisher, one (1) 5 lb. all purpose type, shall be installed in the cab, in a convenient location, within easy reach of operator.

II. TECHNICAL SPECIFICATIONS:

<u>ITEM DESCRIPTION</u>	<u>VENDOR</u>
<u>PROPOSAL</u>	

N. SAFETY EQUIPMENT: (continued)

3. First Aid Kit, one (1) Arizona Glove and Safety # 10DOTM, no exceptions, shall be installed in the cab, in a convenient location, within easy reach of operator.
4. Back-up Alarm, heavy duty electronic, water proof type installed in a protected location.
5. Non-Skid Protection. All stepping and standing areas shall have non-skid surfaces.

O. QUICK CHANGE OIL SYSTEM:

Engine and transmission (minimum), to include all necessary quick couplers.

III. SUPPORTIVE SPECIFICATIONS:

A. DELIVERY:

90 days A.R.O. FOB Destination. **Unit (s) shall be completely inspected, serviced, tested and ready for full operation when delivered.**

B. MANUALS:

Three (3) each, comprehensive operators, parts and complete overhaul shop manuals.

C. BASIS OF AWARD:

1. Bids are requested on the total of the cost of the one Dozer, the cost of 8,000 hours or five (5) year Guaranteed Maintenance and Residual Value.
2. The county may accept Proposal #I, the low bid for the Dozer and exclude both Guaranteed Maintenance and Guaranteed Residual Value; or

The County may accept Proposal #II, the low bid for the Dozer including the 8,000 hours or five (5) year Guaranteed Maintenance Program; or

The County may accept Proposal #III, the low bid for the Dozer including the 8,000 hours or five (5) year Guaranteed Maintenance and deducting the guaranteed Residual Value Price.

One of the above combinations above will be used to determine which is in the best interest of the County. Should the County exercise its Purchase Option under Proposal II or III, the original delivery date will apply.

III. SUPPORTIVE SPECIFICATIONS: (continued)

D. GUARANTEED MAINTENANCE:

1. The successful bidder will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 8,000 hours of operation as recorded by the engine hour-meter or five (5) years from date of delivery, whichever occurs first.
2. In determining whether the guaranteed total cost of repairs has been reached, the cost of warranty repairs (including parts and labor) made shall NOT be included.
3. In determining the Guaranteed Maximum Cost of Repairs, and in the enforcement of provision of the agreement, the following rules shall apply:
  - a. In the event that the cost of repairs, including parts and labor, as computed by the County, is less than \$1,000.00, the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.
  - b. In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. Present rate is \$40.00 per hour, increases not to exceed 10% per year. Parts shall be charged for at actual cost and shall be purchased from the authorized dealer for the original equipment manufacturer, if possible.
  - c. If the cost of repairs, including parts and labor is in excess of \$1,000.00, as estimated by the County, the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then submit a cost estimate on the work to be done, with said estimate to be filed with the County not later than twenty-four (24) hours after receipt of the County's estimate. Repairs shall then be made by the service shop of the successful bidder and billed to the County at the bidder's then prevailing rate. If, however, the bidder and the County agree, repairs may be made in the County's shop in which event the cost of such repairs shall be computed on the same basis as that set forth in sub-paragraph, 3.b above.
  - d. Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight (8) working hours of notification by the County to bidder, and the Service department chosen must be agreeable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within five (5) days after completion of such repairs.
  - e. Should delivery of repair parts not be made within five (5) normal working days to the County, a daily charge of \$500.00 shall be added to the cumulative cost of repairs for each working days over five (5) that the part is not delivered. On the bidder's presentation in writing of verifiable information to the County that parts are not

available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made.

- f. The successful bidder may avoid the penalty for non-delivery of parts by making available to Maricopa County, at no cost, a unit of similar size and capacity until Maricopa County's equipment is restored to service.

III. SUPPORTIVE SPECIFICATIONS: (continued)

D. GUARANTEED MAINTENANCE: (continued)

- g. The successful bidder shall have the right to examine repair cost records at any reasonable time. The county will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available.

The County will make repair cost records available for examination in a timely manner.

- h. The successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the Manufacturer's published list prices.

- 4. The successful bidder will be fully responsible for the total cost of repair, parts and labor to the Dozer as follows:

- a. Engine: Engine block and all internal and external components including fuel, charging, cranking, exhaust, air intake and cooling system, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, antifreeze and engine oil.
- b. Transmission and Torque Converter: Transmission case, controls, linkage, all internal parts of transmission and complete torque converter, excluding oil and filters.
- c. Steering and Brake: All steering clutches, brake bands, hydraulic assist components and operating linkage, but exclusive oil and filters.
- d. Final Drives: Sprockets and driving components, seals, bearings, gears, dead axles, all internal and external parts, but excluding oil, filters and rock shields.
- e. Undercarriage and Components: Track links, shoes, pins and bushings. Track rollers complete including mounting hardware. Track roller frame complete, hydraulic track adjusters and recoil springs, but excluding track frame guards.
- f. All hydraulic pumps, valves and controls for all components and attachments, excluding oil, filters and hydraulic hoses.
- g. Complete dozer and ripper attachments, including hydraulic cylinders, all steel lines and mounting, excluding cutting edges, end bits, and ripper points.
- h. All instruments, gauges and wiring, including fire suppression system.
- i. Equalizer bars or springs and saddles or hangers.
- j. Complete main frame and all supporting structures.

- k. Complete ROPS cab, including air conditioning, excluding windows and freon.

E. GUARANTEED RESIDUAL VALUE:

- 1.
  - a. A guaranteed residual value should the County decide to purchase new equipment in a future bid call.
  - b. A minimum bid to be made by the bidder at public auction in the event the County elects to auction any or all of the machines.

III. SUPPORTIVE SPECIFICATIONS: (continued)

E. GUARANTEED RESIDUAL VALUE: (continued)

- c. The bid or public auction shall be held within 90 days after the expiration of the contract term of 8,000 hours or five (5) years which ever occurs first.
- d. The County reserves the right to retain the subject dozer and to waive the guarantee residual value provisions.
2. In the event equipment subject to the Guranteed Residual Value, while in possession of the County, is either totally destroyed or partially damaged to the extent that the damage is beyond repair and is considered a total loss because the cost of restitution or repair exceeds the guaranteed residual value, then the bidder is released from his obligation relating to Guaranteed Residual Value from the date damage occurred.

F. WARRANTY:

1. **ONE FULL YEAR, PARTS AND LABOR AND INCLUDING EXTENDED FIVE YEAR/7,500 HOURS POWER TRAIN WARRANTY.** It is understood that during the warranty period, the successful bidder will be required to make said repairs F.O.B. machine location, within Maricopa County at no charge to the County. In the event of major repairs, dealer has as his option the choice of transporting the machine to his closest service facility for repairs.
2. Warranty repairs made by the bidder will, in turn, be warranted as stated in Paragraph 1 for a period of one (1) year from date of completion of warranty repair.
3. The cost of repairs, including parts and labor, made during the one (1) year full warranty period shall NOT be included on the Guaranteed Maximum Cost of Repairs.
4. Maricopa County may avail itself of the bidder's standard warranty if it is more beneficial to the County.

G. OBLIGATIONS OF THE COUNTY:

1. The equipment will be operated by County Personnel in County maintenance operations and other purposes for which the equipment is designed.
2. The County will assume responsibility for cost of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.
3. The County will assume at its expense, all costs of fuel, filters, belts, lubricants, and the application thereof, anti-freeze, cutting edges, scarifier shanks and tips, batteries, lights, glass breakage, cleaning and repainting, and other items normally consumed in day-to-day operations.
4. The County will maintain equipment in accordance with manufacturer's recommendations provided; however, the County reserves the right to use the



same fuels, lubricants, and oils that is uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

III. SUPPORTIVE SPECIFICATIONS: (continued)

H. PERFORMANCE BOND REQUIREMENTS:

The successful bidder will be required to furnish a performance bond covering delivery, warranty, guaranteed repair cost, Guaranteed Residual Value, as follows:

1. A bond in the amount of twenty percent (20%) of the total selling price of the Dozer offered (Proposal I of the Bid Proposal Form). This bond is to be conditioned on the bidder complying with the requirements of delivery and warranty, guaranteed repair cost, and/or Guaranteed Residual Value.
2. The successful bidder will be required to furnish a performance bond within seven (7) days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Vendors are requested to tender this bond on the American Institute of Architects Document A312. Vendor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with bid serial number, title and return address.

- I. Bidders are to complete the Vendor's Proposal Column and return TWO COPIES with their pricing. Failure to provide this information may result in their proposal being rejected.

J. MECHANIC TRAINING:

Vendors shall provide mechanic training for three (3) mechanics at no cost to Maricopa County for all components of the machine.

K. INQUIRIES:

Questions concerning this bid should be directed to:

Stan Fisher  
Department of Materials Management  
Telephone: (602) 506-3274

L. AWARD CRITERIA:

The evaluation of proposals will be based on but not limited to the following:

1. Conformance to specifications.
2. Price.
3. Delivery.
4. Warranty.
5. Time value of money analysis by the following methods:
  - a. Guaranteed Maintenance will be evaluated by using the present value of an annuity at 8% compound interest.
  - b. Guaranteed Residual Value will be evaluated by using the future value of money analysis at 8% compound interest.

M. Maricopa County will accept bids for new and current production models.

N. CURRENT PRODUCTION MODEL:

Equipment bid must be current standard production model. Manufacturer's published descriptive advertising literature and specification sheets are to be included with the bid proposal. Equipment which includes special engineering or other modifications to meet our specifications will not be considered.

III. SUPPORTIVE SPECIFICATIONS: (continued)

- O. The Materials Management Department Director reserves the right to reject any bid that is unbalanced, unrealistic, or where disproportionate component costs of equipment, guaranteed maintenance, and guaranteed repurchase are proposed.

P. AWARD:

This call for bids will be awarded to the lowest responsive/responsible bidder meeting specifications, using base bid and required options (if any).

Q. PRICE REDUCTIONS:

By submitting a bid or proposal to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar quantities. If at any time during the contract period your company offers a lower price to another customer, notification shall immediately be made to the Maricopa County Department of Materials Management reducing your contract price. Should notification not be made of price reductions, upon discovery, Maricopa County shall reserve the right to take any or all of the following actions:

1. Cancel the contract, if it is currently in effect.
2. Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.
3. Take the necessary steps to collect any performance surety provided on the applicable contract.

R. MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

S. CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Article MC1-905, to secure an administrative determination on this point.

SF/ksb

cc: Facilities and Equipment Management

=====

EMPIRE MACHINERY, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210-6099

IV. PRICING:

C380508/B0604326

One (1) or more **LANDFILL DOZER, CRAWLER, 400 H.P.** in accordance with attached specifications:

Make of Equipment: CATERPILLAR

Model Number: D9R

UNIT PRICE FOR ONE

PROPOSAL #I

1. Price of one (1) new Dozer \$519,080.00

PROPOSAL #II

2. Price of one (1) new Dozer \$519,080.00

3. Add Guaranteed Maximum Repair Cost \$97,000.00

Total for bid comparison purpose \$616,080.00

PROPOSAL #III

1. Price of (1) new Dozer \$519,080.00

2. Add Guaranteed Maximum Repair Cost \$97,000.00

3. Deduct Guaranteed Maximum Residual Value \$135,000.00

4. Total for bid comparison purpose \$481,080.00

Vendor to state manufacturer's published list price of Dozer as detailed in these specifications: \$565,972.00

OPTIONS:

All required options will be used as part of the bid process in determining the lowest acceptable bidder.

1. "U" Blade Installed. \$59,256.00 /each

2. "A" Blade Installed. \$NOT AVAIL. /each

3. Semi-U Blade Assy. Installed, 17 cubic yard capacity, severe service design with reversible edge and end bits, tilt cylinder and stabilizer link, completely installed on specified dozer. \$54,510.00 /each

4. Semi-U Landfill Blade Assy. Installed,

34 cubic yard, severe service design with trash rack, reversible edges and end bits, tilt cylinder and stabilizer link, trash rack shall be full width extending up 36 inches above the solid dozer blade, rack shall have a solid center section to protect the radiator from debris. View holes 12" x 12" shall be installed top of blade just outside radiator area left and right sides. View holes shall be covered with heavy gauge expanded metal.  
/each

\$63,726.00

EMPIRE MACHINERY, 1725 S. COUNRTY CLUB DR., MESA, AZ 85210-6099

IV. PRICING: (continued)

OPTIONS:

5. Multi-Shank Ripper Assy. Installed,  
parallelogram design, equipped with two shanks and  
teeth, 104 inch beam width and 32 inch minimum  
penetration, completely installed on specified dozer  
with all necessary hydraulics and controls. \$52,223.00 /each
6. Draw Bar Assy. Installed, with hydraulic set-up for  
operating hydraulic power type Disc Harrow completely  
installed on specified dozer. \$14,150.00  
/each

DRAWBAR INCLUDES RIGID  
CANNOT AND HYDRAULICS  
OPTION 5. BE USED WITH

TRADE-IN (s):

Maricopa County reserves the right to trade or not,  
whichever proves most financially advantageous. For viewimg  
of these units, contact Jim Hutchinson at 506-4677 or Bill  
Michael at 506-4775.

- offered Trade in valve  
by unit:
- a) County #515, 1992 Cat D9N Dozer with landfill pkg.  
Serial Number 1JD03606 \$110,000.00
  - b) County #185, 1995 Cat D8N Dozer with landfill pkg.  
Serial #5TJ02235 \$230,000.00
  - c) County #449, 1992 Cat D7H Dozer with landfill pkg.  
Serial #5BF04226 \$75,000.00

Vendor to indicate whether other governmental agencies may purchase vehicles  
against this contract:   X   Yes        No

Delivery (days ARO):   180 DAYS OR LESS  

Warranty:   PLEASE SEE ATTACHED WARRANTY LETTER  

-

TERMS: Net 30

FEDERAL TAX ID NUMBER: ~~86-0149695~~ 86-0894087

TELEPHONE NUMBER: ~~602-898-4517~~ 480/898-4300



**SERIAL 96163-E**

**FAX NUMBER:**

**480/633-4782**

**CONTACT PERSON:**

Steven Rector

**VENDOR NUMBER:**

~~860149695~~ **860894087 C**

**CONTRACT PERIOD:**  
2002

To cover period ending NOVEMBER 30,